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Current Topics.

Lunacy Reform: Report of Royal Commission.

THE REPORT was published last week of the Royal Commission appointed in 1924, as the outcome of the findings in *Harnett's Case*, to inquire into the existing law and administrative machinery in connexion with the certification, detention and care of persons alleged to be of unsound mind, and to consider the methods of treatment of such persons without certification. The Commission was presided over by the Right Hon. H. P. MACMILLAN, K.C. They sat for forty-two days to hear oral evidence and visited as many as twenty-five mental institutions.

The report is a document of very great importance to those who are interested in the progress of medical science and in the development of legal principles. The realm explored by the Commissioners is, of course, that debatable borderland between medicine, psychology and law, in which although the law has the last word in defining a person's rights, the other two sciences must inevitably play a part in unearthing the requisite materials. There can, naturally, be no finality in the pronouncement of the legal principles applicable until the other branches of knowledge have sorted out, to a reasonable degree, the facts and probabilities to be considered. The Commission in their report lay down certain fundamental principles which are a great advance upon those which formerly formed the basis of our law, but which we think it will be found to be difficult and to require the utmost care in translating into legal rules and actual practice. They emphasize what is common knowledge, though not common practice to recognize, that "there is no clear line of demarcation between mental illness and physical illness." "The distinction," the report continues, "is commonly based on a difference of symptoms, and is in practice no doubt convenient, but it has had an undue influence on the development of the lunacy system. The modern conception of mental illness calls for a complete revision of the attitude of society in the matter of its duty to the mentally afflicted. The keynote of the past has been detention, the keynote of the future should be prevention and treatment; but the crucial difficulty lies in this, that the special nature of the symptoms of mental illness must in many cases necessitate restraint." These words give the clue to the principal if not to all the recommendations of the Commission.

Recommendations.

ATTENTION MAY be drawn to two or three of the recommendations which have been made by the Royal Commission, and a summary of which appears on another page. Under the heading of "Certification and Treatment without Certification," it is recommended that certification should be the last resort and not a necessary preliminary to treatment, and, what is of greater interest to the profession, that the procedure for certification be simplified, made uniform for private and rate-aided cases alike, and dissociated from the Poor Law. In the case of involuntary patients requiring full certification it is proposed that they should be the subject of a reception order made by a judicial authority on two medical certificates—the judicial authority making these orders being specially selected justices exercising a discretion under statutory directions. With regard to s. 330 of the Lunacy Act, 1890, it is recommended that the provision contained therein, which gives immunity from civil or criminal liability to certain persons who have acted in good faith, and with reasonable care, should be amended so as to afford additional protection to medical practitioners. Such an amendment is certainly necessary to remove the present unwillingness of so many medical practitioners to certify patients on the ground that their certificates may be made the basis of vexatious proceedings against them.

Under the heading of "Detention," it is recommended, amongst other things, that s. 83 of the Lunacy Act should be extended so as to make explicit the duty of the medical officers in charge of public mental hospitals to apprise the appropriate authority of the recovery of any patient, and that s. 77 (1) of the Act be repealed. Some far-reaching recommendations relating to visitors, visiting committees and staffs, of mental institutions are made under the heading of "Care," and under the heading of "Local and Central Authorities" some fundamental changes in the administration by local and central authorities of the Lunacy Law are urged; in particular the welcome recommendation is made that suitable arrangements should be introduced for dealing with small estates of mentally defective persons under detention. Our earnest hope is that a bill will soon be introduced to give legislative effect to recommendations, a number of which have been long overdue.

Indirect Admission of Hearsay Evidence.

APART FROM the general exceptions to the rule that hearsay evidence is not admissible, it would appear that such hearsay evidence may be indirectly admitted in certain circumstances. A good illustration is afforded by the recent case of *R.* v. *Finden, Times*, 27th inst. There the wife of the prisoner had made certain statements to the police. These statements were put to the prisoner by the police, and it was held that these statements, together with the remarks thereon which the prisoner made thereto, were admissible in evidence. The

admissibility of such statements would appear to be based on the principles laid down in *R.* v. *Norton*, 1910, 2 K.B. 1196, and *R.* v. *Christie*, 1914, A.C. 545. The principle in *R.* v. *Norton* is thus expressed in the headnote of that case: "The contents of a statement alleged to have been made in the presence of a prisoner cannot be given in evidence, unless and until the judge has satisfied himself . . . that there is evidence fit to be submitted to the jury that the prisoner by his answer to the statement, whether given in words or by conduct, acknowledged the truth of the statement. If the contents of the statement are admissible in evidence, in accordance with the above rule, the jury should be directed that they are entitled to take the statement into consideration as evidence in the case, not because the statement is evidence of the matters contained in it, but solely because of the prisoner's acknowledgment of its truth."

R. v. *Norton* was discussed in *R.* v. *Christie*, and the law was laid down by Lord ATKINSON as follows (1914, A.C., at pp. 554, 555): "The rule of law undoubtedly is that a statement made in the presence of an accused person, even upon an occasion which should be expected reasonably to call for some explanation or denial from him, is not evidence against him of the facts stated save so far as he accepts the statement, so as to make it, in effect, his own. If he accepts the statement in part only, then to that extent alone does it become his statement . . . Of course, if at the end of the case the presiding judge should be of opinion that no evidence has been given upon which the jury could reasonably find that the accused had accepted the statement so as to make it in whole or in part his own, the judge can instruct the jury to disregard the statement entirely. It is said that despite this direction, grave injustice might be done to the accused inasmuch as the jury, having once heard the statement, could not or would not rid their mind of it . . . Is it to be taken as a rule of law that such a statement is not to be admitted in evidence until a foundation has been laid for its admission by proof of facts from which, in the opinion of the presiding judge, a jury might reasonably draw the inference that the accused had so accepted the statement as to make it in whole or in part his own, or is it to be laid down that the prosecutor is entitled to give the statement in evidence in the first instance, leaving it to the presiding judge, in case no such evidence as the above mentioned should be ultimately produced, to tell the jury to disregard the statement altogether? In my view the former is not a rule of law, but it is, I think, a rule which, in the interest of justice, it might be more prudent and proper to follow as a rule of practice."

It should be observed that these were cases in which the prisoner was charged with a sexual offence, and that the statements in question were made in the presence of the accused by the complainants. The conclusion to be drawn from *R.* v. *Finden*, *supra*, therefore, is that the above principles apply, not only to statements actually made by a person in the presence of the accused but also to statements made in such circumstances by one person as to what a third person, who is not present, said.

Statutes of Limitation and the Crown.

THE RECENT decision of the Court of Appeal in *Cayzer Irvine & Co., Ltd.* v. *Board of Trade*, 70 SOL. J., p. 875, turned on one only of several points which had been argued. The claimants brought an action on an award made in 1925 by Mr. CLAUGHTON SCOTT, K.C., in an arbitration, holding that the Crown was liable to pay compensation for the loss of the claimants' steamship "Clan Maclachlan," as having been caused by warlike operations in July, 1917. The Admiralty requisitioned the steamer under the terms of the charter-party known as T.99, under which they became liable for all war risks, and the vessel was sunk by a collision. It was not until the case of the "Warilda" was decided in 1923 that the vexed question of what were "war risks" within the meaning of T. 99, as distinguished from marine risks, was finally settled. The Crown pleaded the Statute of Limitations, 1623 (21 Jac. c. 16), and ROWLATT, J., held that the action was barred by lapse of time. The Court of Appeal reversed this decision on the ground that as the arbitration clause was in what is known as the "Scott and Avery" form, providing that no right of action should arise unless and until the arbitrator had made an award, time only began to run in 1925, and no question of the Statute of Limitations arose (5 H.L.C. 811). But the argument for the claimants raised a question of great constitutional interest, which the court ultimately found it unnecessary to decide. It is admitted that the Crown is not bound, unless expressly mentioned, by a Statute of Limitations, as stated in the familiar maxim *Nullum tempus occurrit regi*. But does the converse hold true, and can the Crown plead the statute as against a subject? There are statements in some of the text-books, for instance, "Chitty on the Prerogative of the Crown," p. 382, that the Crown, though not bound by the statute, can take advantage of it. Sir JOHN SIMON has traced the origin of these statements to an *obiter dictum* in argument of Attorney-General HOBART in *The Magdalen College Case*, 11 Co. Rep. 686, which, it seems, was not even relevant to the point under discussion. This was an ejectment action, arising out of a grant made by the Master and Fellows of Magdalen College, Cambridge, to Queen Elizabeth, upon condition that she should grant the premises over to their nominee, which she did. The validity of the original grant was disputed. HOBART argued that "the statute law shall not bind the King, unless he is specially named, but he shall take the benefit of a statute although he be not named, as the Statute of Westminster, I, cap. 36 . . ."

The point, we are told, has never been fully argued and decided by the court, though in *Rustomjee* v. *The Queen*, 1 Q.B.D. 487, it arose, and the court appears to have taken the view that the Statutes of Limitation had no application, either way, to the Crown. The decision in that case, however, turned on a different ground, namely, that the Crown could not be treated and sued as a trustee for a section of its subjects.

A Lawyer's Holiday Reading.

IT IS REPORTED that some years ago a distinguished silk, to beguile the tedium of a long vacation spent in Switzerland, took with him his richly annotated copy of "Daniell's Chancery Practice," and with the help of its fascinating pages the holiday passed all too quickly. This was surely a pitch of heroism to which the average practitioner could not, and would not desire to, attain. Law books scarcely make agreeable holiday reading, but books about lawyers do not come within the category of law books, and some of them make both agreeable and instructive holiday companions. What more delightful companion could one wish for than Sir HENRY CUNNINGHAM'S sketch of Lord BOWEN, a model of biographical excellence, and a work which can be read with profit and enjoyment time and again. In lighter vein, the late Mr. ALDERSON FOOTE'S volume of witty recollections, published under the title of "Pie Powder," with its capital stories of bygone worthies of the Western Circuit, and its happy strain of reflection, is an ideal book for the lawyer's holiday reading. Even more amusing is the little brochure "Forensic Fables," garnished with amazingly clever caricatures, recently published, which has taken captive not only the mass of English practitioners, but which, as we learn, has earned, as it has merited, the praise of so distinguished a judge as Mr. Justice OLIVER WENDELL HOLMES, of the Supreme Court of the United States. The lawyer on holiday bent might well, while eschewing his text-books, take with him one or other, or indeed all—they would not occupy much space in his kit—of the volumes we have mentioned. They would call up for him not the stress and struggle of the forum, but a host of personalities who have lent life and animation to "the dusty purlieus of the law."

The Long Vacation.

THE germ of the ten weeks' legal holiday in the late summer and early autumn appears to have been a law of MARCUS AURELIUS providing that no one should compel his adversary to go to trial during the time of corn harvest or vintage. It was certainly a feature of our legal system from a very early date, and BRITTON, *temp.* EDWARD I., said that the time was then set apart "for prayer and appeasing of quarrels, and for gathering the fruits of the earth." Originally it lasted four months or more, and the reasons given for its existence, though appropriate enough in the case of a primitive and pious agricultural community, were ceasing to be applicable in England even in the eighteenth century. So thought the fiery BENTHAM, who was strong enough to destroy the usury laws with his scorn; but he tilted against the Long Vacation in vain. He described it as "a device to enable the pre-eminently learned few to gain at once the maximum of fees and maximum of leisure," and urged, perhaps more persuasively "when sleeps injustice, then let justice sleep." He boldly advocated continuous legal sittings, and it may be said that, excluding, of course, Sundays and the statutory holidays, the idea is not impossible nor even inherently unreasonable, judges taking their holidays after the method of civil servants, so that there would always be enough of them left to do needful work, and barristers suiting themselves. The time, however, was obviously unripe for so drastic a reform, and later critics aimed rather at curtailment than abolition. They had some moderate success, and the Trinity Sittings, which at one time ended in June, was prolonged to the end of July and then to 8th August, the Michaelmas Sittings beginning on 2nd November. This was the case when the Judicature Act, 1873, was passed, which by s. 27 practically left the length to be thereafter settled by a council of judges. It was then supposed that the Long Vacation would be materially shortened, but the Rules of 1875, made under the Act, left it intact. In 1883, however, the council of judges made a recommendation, equivalent to a self-denying ordinance, that the Trinity Term should continue until 12th August, and the Michaelmas Term begin on 24th October, thus docking nearly a fortnight of their leisure. In 1907 the vacation was put forward twelve days but left unaltered in length. The result was that it began at the end of July, and finished on 11th October, an arrangement still in force.

Injunctions and matters of urgency prior to 1873 were dealt with by all the courts during the vacation, two judges being appointed, one for common law and one for Chancery work. The common law judge sat in chambers for the disposal of summonses referred to him by the masters. The Chancery judge had to be caught wherever he might be, though it was his business to remain reasonably accessible to suitors. There are, of course, various stories, apocryphal or otherwise, of judges granting injunctions while bathing or, haled from their beds at midnight, in dressing gown and slippers.

The degree of urgency sufficient to rouse somnolent justice to the point of action has been left, perhaps necessarily, to the judges themselves to decide. After the Judicature Act of 1873, when the vacation judges began to sit in open court, the business before them showed signs of great expansion, until Mr. Justice STEPHEN's turn to serve came in 1879, when he emphasized the need to prove urgency, on pain of having applications in which the facts were not strong enough dismissed with costs. This course naturally kept the work down again. The present practice is to require counsel's certificate of urgency, with a concise statement of reasons (see the usual notice, p. 860).

The question whether further reform is desirable is one not only for both branches of the profession, but for the public, and, for the latter, both as litigant and taxpayer. The corn harvest, vintage, appeasement of quarrels, and need of a time for prayer have, as it may be recognized in the twentieth century, long ceased to be factors in the matter, and some other justification must be found for a holiday more than twice as long as any man working on his own business would venture to claim for himself.

Speaking generally, there is no public interest in the question. Litigants whose cases "go over" have hitherto been inarticulate, though, so far as the present system causes inconvenience, they are the chief and perhaps only sufferers. And certainly any lengthening of the time between the lodgment of petition and hearing of a divorce case, with its accompanying misery and suspense, requires the strongest justification of *salus populi*. Solicitors, notably the late Sir T. RAWLE, have been on the whole reformers. The chief opposition to change comes, naturally, from the bar, which is ruled by successful practitioners who have very much to lose and very little to gain by curtailment or abolition. Some might obtain rather larger incomes, but the tendency would be to put the extra burden on the bar rather than on the public, and smaller fees on briefs would then result. Were sittings continuous, the successful court practitioner would have to take his holidays conscious that his rivals were sharing out his work—which, incidentally, is the fate of the conveyancer at present, unless he has a capable "devil," and can induce his clients to recognize the informal partnership. If judges wished the Long Vacation to be curtailed the provision in the Judicature Act (now embodied in ss. 53 and 210 of the Act of 1925), would no doubt enable them to effect the change. But it is not reasonable to suppose that they will cut short the holidays, in the expectation of which they took office, unless there is some extremely urgent case for their doing so.

The bar being against change, and the public apathetic, reform only seems likely to come about if solicitors, acting through law societies, press for it—unless, indeed, some Chancellor of the Exchequer suddenly does a rule-of-three sum, and discovers that the work done by the present staff of judges could be done by the present staff minus two if the vacation were shortened from ten to six weeks. He would have of course to meet the argument that since judges as a rule lose income on their appointments, successful barristers must have the inducement of long holidays to make pecuniary sacrifice. But this argument obviously cuts both ways, for if the successful barister with ten weeks' rest from his work is nevertheless ready to take a judgeship, he would be more so if he had only six weeks' rest. Thus the two arguments cancel.

As a matter of logic the ten weeks' vacation can hardly be justified, and JEREMY BENTHAM's argument that, since injustice functions without ceasing, justice should do so likewise, is not entirely refuted by the success of our present system. In one way, in fact, it is decidedly less satisfactory than that before 1873, for then the Chancery suitor could at least be reassured that his case would be heard by someone knowing and respecting the traditions of equity, which can hardly be said to be the case at present. As an illustration, by reason of a death, during the vacation, a sum in court became at once payable to persons absolutely entitled to it. By the tradition of the old Court of Chancery it was a "good debtor," and a Vice-Chancellor would have made the order in the vacation as a matter of course. Unfortunately, however, under the rules following the Judicature Act this particular matter came before a judge who knew nothing of the unwritten traditions of the old Court of Chancery, and cared less. He enquired if the claimants were starving. On being informed that, although they were needy people, this was not actually the case, he said that they could wait until the end of the vacation, and refused to make the order.

If the vacation is to continue on its present lines all divorce cases, and others involving injunctions, should be regarded as *primâ facie* urgent unless the parties to them desired delay—which, of course, would be conceded in any case. The ideal is that a case should be tried when it is ready for trial, and anything which hinders its fulfilment should be regarded by the profession, in its own ultimate interest, with the greatest jealousy.

Summary of the Principal Recommendations of the Royal Commission on Lunacy.

I. *Certification and Treatment without Certification.*

(I) That the lunacy code should be re-cast so that the treatment of mental disorder should approximate as nearly to the treatment of physical ailments as is consistent with the special safeguards which are indispensable when the liberty of the subject is infringed; that certification should be the last resort, and not a necessary preliminary to treatment; that the procedure for certification should be simplified, made uniform for private and rate-aided cases alike, and dissociated from the Poor Law.

(II) That facilities for the treatment of voluntary boarders should be increased, particularly by their admission to public mental hospitals.

(III) That in the case of an involuntary patient, if there is a prognosis of early recovery facilities should be provided for treatment without certification for a period of one to six months under a Provisional Treatment Order.

(IV) That involuntary patients requiring full certification should be the subject of a Reception Order made by a judicial authority on two medical certificates.

(V) That the judicial authority making these orders should be specially selected justices, and that they should exercise their discretion under certain directions to be prescribed by Statute.

(VI) That medical practitioners should receive additional protection by an amendment of s. 330 of the Act; that further attention should be given to mental science in the medical curriculum; and that local authorities should be empowered to appoint a certifying physician for their area.

II. *Detention.*

(I) That in the case of every person received as a voluntary boarder or detained under the Act a notification should be sent to the Board of Control.

(II) That an alternative form of continuation report should be provided for use in the case of convalescent patients.

(III) That a visitor of the Board of Control should visit every institution and every patient in single care at least twice a year.

(IV) That local visiting authorities, in addition to the periodical visits already prescribed, should visit at least once a month for the purpose of seeing new patients and their admission documents.

(V) That local authorities should be empowered, subject to the approval of the Board of Control, to make provision for the after-care of patients.

(VI) That the power of a petitioner to direct the discharge of a patient should be subject to further limitation.

(VII) That s. 83 of the Lunacy Act should be extended so as to make explicit the duty of the medical officers in charge of public mental hospitals to apprise the appropriate authority of the recovery of any patient.

(VIII) That if the lay authority of a public mental hospital desire to discharge a patient against the advice of the medical officer, such action should be taken by the whole authority; and that s. 77 (1) of the Lunacy Act should be repealed.

(IX) That special steps should be taken to classify convalescent patients so that they may receive the sustained observation of the medical superintendent.

III. *Care.*

(I) That voluntary unofficial visitors of suitable experience should be appointed by the authorities of mental institutions.

(II) That notices should be posted in every ward setting out the rights of patients in regard to correspondence and interviews; that letter-boxes should be provided in the wards and other suitable places, and opened only by one of the senior officers.

(III) That the attention of visiting committees should be drawn to their responsibility for ensuring that the medical superintendent is so far relieved of administrative details that he can devote the greater part of his time to his medical work.

(IV) That the appointment of any person to be medical officer in charge of a public mental hospital, registered hospital or licensed house, should be subject to previous consultation with the Board of Control, and that the retiring age should normally be sixty.

(V) That the medical staffs of some institutions require enlargement; that assistant medical officers should have facilities for study leave; that the financial prospects of the service should be improved; and that a proportion of the medical staff should be recruited from those having experience as house physician or house surgeon in general hospitals.

(VI) That the recruitment of probationers to the nursing staff should be extended to persons of maturer years; and that provision should be made to ensure that the service shall not be deprived of those nurses who may have a real gift for nursing but are unable to pass the examinations now prescribed.

(VII) That the nursing staffs should be maintained at sufficient strength to ensure that undue strain is not placed upon individual nurses.

(VIII) That the present arrangements for the classification of newly admitted patients require considerable improvement.

(IX) That for the future mental hospitals should be designed to accommodate not more than 1,000 patients and that the villa system should be adopted.

(X) That the lavatory and bathing arrangements should be the subject of further regulation.

(XI) That extended facilities for occupation and amusement should be provided; and that the appointment of an occupations officer should receive consideration.

(XII) That all accommodation where rate-aided insane patients are detained should be under the local authority.

(XIII) That the routine meals provided in institutions should include a light supper.

(XIV) That local authorities should be empowered with the approval of the Board of Control to undertake and assist research work.

IV.—*Private Institutions.*

(I) Some of the Commission recommend that licensed houses should be abolished as soon as alternative accommodation could be provided, either by registered hospitals or by local authorities, and that a duty might be imposed on local authorities to provide accommodation for private patients.

(II) The other members of the Commission recommend that licensed houses should continue to be recognized but should be placed on a new footing under conditions which include stricter administrative and financial supervision, and the conferment of powers on the Board of Control to issue new licences.

(III) The Commission recommend that the financial administration of registered hospitals should be brought under the closer observation of the central authorities.

V.—*Local and Central Authorities.*

(I) That the county councils and county borough councils should be made responsible for providing accommodation and maintaining therein all persons who through mental disability require to be detained under care at the public expense; and that the cost of maintenance should be transferred from the poor rate to the county or borough rate.

(II) That local authorities should have a duty to provide special accommodation for new cases.

(III) That in view of the additional powers and duties proposed for local authorities, an Exchequer grant in aid

should be provided for the lunacy service; and that it should be available under conditions which will ensure effective supervision by the Board of Control.

(IV) That at least two members of every visiting committee should be women, and that local authorities should be empowered to co-opt on visiting committees a limited number of persons who are not members of the local authority.

(V) That the Master's office should be more regularly apprised of property in the hands of persons detained under care and that suitable arrangements should be made for dealing with small estates.

Foreign Marriages in Japan.

By T. Baty, D.C.L., LL.D., Associate of the Institute of International Law.

To know what ceremony of marriage is the proper one to be adopted in Japan and its dependencies is a matter of considerable difficulty and grave doubt. As the law of Japan, like the law of England, refers for the proper law of a marriage ceremony to the *lex loci*, the unfamiliarity of Japanese customs and the difficulty of the Japanese language introduce an element of great uncertainty. Translations are worse than useless; every word of the Japanese text needs a volume of commentary.

1.—Marriages between British Subjects.

The Japanese law gives no definition of marriage; and, at the outset, we have to reckon with a fact totally strange to the English inquirer, viz., that the law contemplates "marriage" as being a social *fact*, altogether independent of law. Parties may be "married" although no legal consequences attach to their union. The essence of the "marriage" appears to be the *maritalis affectio*, evidenced by a social ceremony or by cohabitation with the intention of exclusiveness and permanence. Accordingly, registration in Japan is not a ceremony of marriage as it is in England; it is a mere registration of a prior fact—the "marriage" has taken place before, just as, in the case of the registration of a birth or death, the birth or death has taken place before. The parties are not present: a mere signed notice is sent to the office. Legal consequences attach to the marriage only from the moment of registration, but the word "marriage," as here used by the code, does not mean "legal marriage," but something existing prior to legal marriage, and capable of being turned into legal marriage by registration.

And, in fact, the time-honoured ceremony of marriage by mutual interchange of wine-cups, though entirely unproductive of legal effects, is an almost universal preliminary to registration, which often does not follow for many months. Where that ceremony is not employed, cohabitation invariably takes its place. Such a thing is not known as two persons attending to "get married" at a registry. All that the registry does is to record and legalise the accomplished fact. We may call this attachment of legal consequences "marriage" if we please; but it is not what the Japanese, nor the Japanese Civil Code, mean by "marriage." It cannot be, because you cannot "notify" what does not exist. If we said that the possession of land was to entail no legal consequences until registered, the possession of land would nevertheless remain a fact, apart from registration. Just so "marriage" as a social fact, distinct from irregular relations on the one hand and from executory promises to marry on the other, is what is intended by s. 775 of the Japanese Civil Code when it uses the term. It is only persons who are already "married" in a social sense, whose marriage can be registered and invested with legal consequences. Very many most respectable persons never register their marriage, and they are regarded by society as properly and duly married, although they cannot make the marriage a ground of legal claims, much as English society used to regard "marriages" with deceased wives' sisters. The law, in short, contemplates that the parties have somehow or other, formed and evidenced the *maritalis affectio*, have become socially married, *before* they come to register the fact. Registration is therefore not a ceremony of marriage, though a necessary part of the forms of an effective marriage. With this fundamental distinction in mind between Japanese and Occidental "registry office" proceedings, we can now examine the words of the Japanese law (775, Civil Code).

"As regards marriage, this becomes effective on notification to the Family Record Keeper." "*Kon-in wa, kosekiri ni todokeizuru koto ni yarite, sono keriyoku wo shozu.*" The marriage, as above pointed out, is envisaged as an already existing fact, which begins to produce legal results on notification to a person termed the Family Record Keeper (*Ko-seki ri*).

It is plain to anyone thoroughly acquainted with Japanese ideas, that this provision does not apply to foreigners. It is very short and succinct; it does not set up a system of registration; it does not even say what or how many *kosekiris* are the proper ones to notify. It assumes that the reader knows all about the Japanese family and its records, and it evidently applies to the Japanese family and nothing else. Every Japanese is from his birth a member of a quasi-corporation, his family; it has its appropriate *Koseki* (Register) and *Kosekiri* (Registrar), and it is they who keep a record of all the changes in its structure—birth, marriage, adoption divorce and decease. To register a family event with the *kosekiri* means, to a Japanese, to enter it on the records of his family, with the official in charge of them. A foreigner has no such records and no such recorder. To register his marriage with the keeper of his family records means nothing in his case. Certainly foreigners do not enter the fact of births and deaths in their families with any *kosekiri*. The analogy may be propounded of a state organised—as states appear likely to be in future organised—upon strictly military lines, every individual being assigned to some unit. In such a case, the law might enact that "marriage becomes effective as soon as notification is made to the adjutant of the husband's battalion." This could not apply to a foreigner, because a foreigner would be assigned to no battalion.

It would appear incontrovertible, therefore, that the provision of s. 775 does not apply to a foreigner. Its peculiar character, and the way in which it is bound up with the ideas of the Japanese concerning the family, is apparent not only from the fact that nothing is said as to who is the proper *kosekiri*, but that nothing is said as to whether it is the *kosekiri* of the wife's or the husband's family, or both, to whom the notification must be made.

All these details are to be found in quite a different source of law—the Registration Act of 1898. This provides a complete and elaborate system of family registration, including directions as to the proper *kosekiri* to whom to give notice of marriage. But nothing is said in this part of the Act about foreigners, or anybody else who is outside the Japanese family system.

True, in a different section of the Act (Article 44), it is provided that the reports relating to persons who have not Japanese nationality should be made at their place of residence, and Japanese lawyers of eminence have argued that notice of a foreigner's marriage ought therefore to be effected in this way. But this is to beg the question. It is reports which the foreigner has to make, which ought to be made in this way. And the very question at issue is, is he required to give notice of marriage? The civil code says clearly and precisely, that notice must be given to the Family Recorder (*Kosekiri*). It says nothing about notice being given at the *Kiriuseki* or anywhere else. To a western lawyer, at all events, it would seem the height of absurdity to hold that an enactment providing for notice of a certain event to the Family Recorder implicitly provided for notice by someone who had no Family

Recorder. The only ground on which this curious interpretation could be more or less plausibly supported would be an assumption that the legislator intended by s. 775 to introduce a universal system of registration. Such an assumption is destitute of basis; the intention of the article is on the face of it to preserve the purity of the Japanese family. In the article of the statute dealing with the *Keseki* (family registration) not a word is introduced contemplating the need for any equivalent in the case of foreigners. There are many other notifications which must be made by foreigners, entailing usually a small fine if pretermitted. And it is with regard to these that s. 44 of the Registration Law finds its application.

(*To be continued.*)

A Conveyancer's Diary.

Secret Trusts of Registered Land: Vesting Provisions of the L.P.A., 1925.

It will be remembered that Pt. II of the 1st Sched. to the L.P.A., 1925, operated on the 1st of January last to divest the legal estate in registered land from a trustee holding upon a secret trust and to vest such estate in the beneficiary under the secret trust. An interesting question has arisen in practice, namely, whether the same provisions operated in the same manner to divest the legal estate from a registered proprietor of land in a compulsory area who, being the purchaser's nominee, had been registered as proprietor on the purchaser's request.

It may be observed that the question is now of no practical importance where a purchaser after 1925 takes a conveyance from the registered proprietor and the trust remains secret, for in such a case the provision contained in the Schedule to the L.P. (Amend.) Act, 1926, gives protection. But where the existence of a secret trust was disclosed to the purchaser before completion, *e.g.*, at the date of or in the contract, the position is different, for the provision in the L.P. (Amend.) Act, 1926, will not apply.

Paragraph 7 (*l*) of Pt. II of the 1st Sched. to L.P.A., 1925, in effect saves from the vesting operation of that part of 1st Sched. "any legal estate which failed to pass to [any person] by reason of his omission to be registered as proprietor under the Land Transfer Acts, 1875 to 1897, until brought into operation by virtue of the Land Registration Act, 1925."

The question arises whether the saving clause applies to the facts under consideration. No doubt the object of this clause was to provide for cases where, owing to the operation of the Land Transfer Act, 1897, s. 20, the legal estate was left outstanding in the vendor if the purchaser did not register. But can the registration of a nominee as proprietor be described as "an omission to be registered," within the meaning of para. (*l*)? It can be argued with some force that it can and that therefore there has been no divesting of the legal estate. Further, it may be argued that as the policy of the Land Registration Act is to recognize the registered proprietor as the owner of the legal estate in land, nothing but a transfer of such estate on the register operates to divest the legal estate from the proprietor.

But even if there has been a divesting (and our own view is that there has not been any) s. 69 (1) of the L.R.A., 1925 renders the position of a purchaser from a registered proprietor safe. That section enacts that: "The proprietor of land" (whether he was registered before or after the 1st of January, 1925) "shall be deemed to have vested in him without any conveyance, where the registered land is freehold, the legal estate in fee simple in possession." Thus, if the registered proprietor for the time being has been divested of his legal estate, he is, by a fiction, deemed to have still vested in him the legal estate in fee simple in possession. The great thing is that a purchaser from the registered proprietor obtains sufficient protection.

Landlord and Tenant Notebook.

Surrender by Delivery of Possession.

As we stated in a previous article, surrender may be either express or implied, and there are various kinds of implied surrender, one of these being the yielding up of possession by the tenant and acceptance of such possession by the landlord.

In order that a surrender may be effected in this way, it should be carefully noted that not only must there be such yielding up of possession by the tenant, but also an acceptance of such possession by the landlord, and the former without the latter will therefore not suffice. An examination of the cases which have a bearing on what will constitute possession by the landlord for the above purposes is instructive.

The general principle is that there must be some unequivocal act on the part of the landlord, which is inconsistent with the continued existence of the tenancy.

In *Griffith* v. *Hodges*, 1824, 1 C. & P. 419, it was held that, while a landlord would be deprived of rent if he entered and used the premises while his tenant was in possession of them, he would not lose his right to rent, if he entered and lit fires on premises, possession of which had been abandoned by the tenant during the tenancy. Abbot, C.J., in his judgment (*ib.*, at p. 420), said: "Here the tenant had let the apartments vacant; and as it was proper that fires should be lighted in them, I don't think that the plaintiff's lighting such a fire, or even making some use of it, when he had lighted it, is a sufficient taking possession of the premises to deprive him of his right to rent."

In *Benell* v. *Landsberg*, 1845, 7 Q.B. 638, a tenant from year to year gave his landlord notice to quit, ending at a time within the half-year, which the landlord ultimately refused to accept. The tenant, however, vacated in accordance with his notice, and the landlord thereupon entered and did some repairs. It was held that the tenancy was not determined.

In *Bird* v. *Drefonville*, 1846, 2 C. & K. 415, it was held that although a landlord cannot recover rent when he has once entered into "the profitable occupation" of the demised premises, merely putting a caretaker in to look after the premises, is not sufficient.

In *Phené* v. *Popplewell*, 1862, 12 C.B.N.S. 334, the tenant left the key at the counting house of the landlord, who, though he at first refused to accept it, afterwards put up a board to let the premises, and he used the key to show them, and painted out the tenant's name from the front of the premises. It was held that there was sufficient evidence of a surrender by operation of law. The general principle of law with regard to this method of surrender was thus stated by Erle, C.J. (*ib.*, at pp. 339, 340): "That the resumption of possession by the landlord with the assent of the tenant, constitutes a surrender by act and operation of law is clear from the case of *Grimman* v. *Legge*, 8 B. & C. 324, and *Dodd* v. *Acklom*, 6 M. & G. 672. This mode of putting an end to a tenancy has undoubtedly been productive of much litigation from the time of Lord Ellenborough downwards. But I think the cases of *Grimman* v. *Legge* and *Dodd* v. *Acklom* have put the matter upon a proper foundation; *anything which amounts to an agreement on the part of the tenant to abandon, and on the part of the landlord to resume possession of the premises amounts to a surrender by operation of law.*" There is an obvious slip, however, which has been made here. The agreement, referred to above in the judgment, does not in fact amount to a surrender, but merely to an *agreement* to surrender, and a surrender takes place only when the agreement has been carried out by the abandonment of possession by the tenant and resumption of possession by the landlord.

(*To be continued.*)

LAW OF PROPERTY ACTS.

POINTS IN PRACTICE.

Questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only and be in triplicate. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post.

UNDIVIDED SHARES—DIVESTING THE PUBLIC TRUSTEE.

413. *Q.* In January 1926, when the L.P.A. 1925, came into force, the following were the facts:—A and B were trustees of C's Will, who was the owner of an undivided moiety of the property desired to be dealt with, and by such Will devised all his real estate to his trustees upon trust for sale. A and B were also trustees of the Will of D, who was the owner of the other undivided moiety of the said property, and by his Will devised such moiety to six beneficiaries as tenants in common. There is no trust for sale in this Will.

(1) Is it clear that the entirety of the property vested in 1926, in the Public Trustee within the meaning of Pt. IV, para. 1 of the 1st Sched., to the said Act?

(2) In view of the decision in *Darlington* v. *Darlington*, are A and B, as trustees under the Will of C, the persons interested in the moiety previously vested in them as trustees apart from the persons beneficially interested in such moiety, and could A and B *and B* (B being not only a trustee of C's Will, but also one of the beneficiaries under D's Will) appoint, as the persons interested in more than one-half, new trustees for the purposes of the Act?

(3) If the answer to No. 2 is in the affirmative could A and B appoint themselves as the new trustees or, if not, could they appoint themselves and another?

(4) It is desired to grant a lease for fourteen years. This, it is presumed, cannot be done until new trustees have been appointed, but, when this has taken place, it is presumed such lease could be granted by the new trustees.

A. (1) If D's moiety is vested in A and B neither as executors or trustees, yes. But even if they had the bare legal estate in it, the opinion is here given that para. 1 (1) rather than para. 1 (4) of Pt. IV would apply, para. 7 (*f*) of Pt. II precluding the moiety from vesting in the persons absolutely entitled.

(2) The opinion was given in these columns, long before *Darlington* v. *Darlington*, p. 775 *ante*, that trustees are "persons interested" within Pt. IV, para. 1 (4) (iii), see answer to *Q.* 88, p. 280, *ante*. At the same time *Darlington* v. *Darlington*, was not actually decided on this sub-paragraph, and a note of caution will be found in "A Conveyancer's Diary," p. 770.

(3) Yes, on the reasoning given in a footnote to a correspondent's letter, p. 620 *ante*. But again, the matter is not perhaps entirely free from doubt, see p. 688.

(4) Yes. The trustees would hold on trust for sale, and s. 28 (1) of the L.P.A., 1925, would apply, giving them the powers of a tenant for life under s. 41 of the S.L.A., 1925.

COPYHOLD—SETTLED LAND—VESTING—SALE.

414. *Q.* A, who died in 1909, by his will appointed B, C and D executors and trustees thereof (of whom only C is now surviving), and directed them to pay the residue of the rent of Blackacre after providing for repairs, &c., to his daughter M for her life with a direction for sale on her death. Testator also "authorized" his trustees to sell Blackacre during his daughter's lifetime with her consent, and to treat the proceeds of sale as capital moneys. There was no devise of the property to the trustees, and on testator's death his daughters M and N (his only children) were admitted tenants to Blackacre, which was copyhold, as co heiresses-at-law. The tenant for life now wishes to sell. How can a title be made with the least expense?

A. On 1st January, 1926, the enfranchised land, whether by virtue of the L.P.A., 1925, s. 202, and the L.P.A., 1922, 12th Sched., para. (8), proviso (ii) (as to the doubt of this applying, see the answer to *Q.* 196, *ante*), or the L.P.A., 1925, 1st Sched., Pt. II, paras. 3 and 6 (*c*), vested in M as tenant for life within the S.L.A., 1925, and C became trustee for the purposes of that Act under s. 30 (1) (i). Two trustees are necessary to receive capital money (see s. 94 (1)). C therefore (or the person who has power to appoint under the will) should appoint a new trustee to act with C, and the two should execute a vesting deed under the 2nd Sched., para. 1 (2), after which M can sell as tenant for life (see s. 13).

MORTGAGE—CHARGE BY PURCHASER BEFORE CONVEYANCE—DELIVERY OF TITLE DEEDS AFTER—EFFECT.

415. *Q.* Since 1st January, 1926, A has made an advance to B on first mortgage of real estate. Various properties are comprised in the security. Some days prior to the execution of the mortgage B had entered into a contract to purchase certain land. At the date of the execution of the mortgage the conveyance of this particular land to B had not been completed. None the less, B included this land in his mortgage to A as part of the security, and gave A a legal charge by way of mortgage on this land in the same way as he did with regard to the other real estate included in the mortgage. This other real estate had been conveyed to A long before the execution of the mortgage. Very shortly after the execution of the mortgage the conveyance to B of the particular land mentioned was duly completed and the title deeds have been handed to A, who has placed them with the other securities he holds. Please inform us if, as A did not appear to have had the legal estate in the particular land at the time of the execution of the mortgage, having regard to all the circumstances anything further is necessary to be done to perfect B's security in respect of the land in question?

A. A mortgage can now only take effect to the extent of the estate of the mortgagor, and if his estate is equitable only, as that of a purchaser before conveyance, the mortgagee cannot take a legal mortgage. Section 13 of the L.P.A., 1925, however, continues such right as a mortgagee obtains by holding title-deeds. But even before 1926 a mortgagee by deposit of title deeds could not convey the legal estate on sale (see *Re Hodson and Howe's Contract*, 1887, 35 C.D. 668), and he cannot sell under s. 88 of the L.P.A., 1925. If, therefore, A wishes to perfect his security, he should require B to execute a proper mortgage under s. 85 or s. 87, when he would have all the remedies of s. 88.

[There seems some confusion as to A and B in the later part of the question.]

SEPARATION DEED—WIFE'S ANNUITY—"FREE OF INCOME TAX"—RETURN OF TAX.

416. *Q.* In a separation deed the husband covenanted to pay the wife an annuity of £400 "to be paid clear and free of income tax," and in advance. I am making a claim for the wife for return of tax, treating her income as £500 gross, and tax deducted £100, which the inspector agrees to be in order. The point is whether the wife can keep the tax when returned, or whether I must hand it over to the husband's executor. The husband is now dead, and the balance of the income from his estate, after paying the £400, goes to the

daughters. The £100 is paid wholly out of dividends received by the husband's executor on which tax has been deducted at source. My own view is that the tax belongs to the *wife*.

A. Assuming for the purposes of this answer that the circumstances of the deed bring it within *Brooke* v. *Price*, 1917, A.C. 115, rather than the current of authorities represented by *Blount* v. *Blount*, 1916, 1 K.B. 230, and *Re Peck's Settlement*, 1921, 2 Ch. 237, and that therefore the agreement to pay the tax-free annuity is valid, the case of *Re Pettit*, 1922, 2 Ch. 765, is direct authority to show that, as between a person who pays a tax-free annuity and one who receives it, the former is entitled to the money paid as rebate on it.

SETTLED LAND—DEATH OF TENANT FOR LIFE—NO VESTING DEED.

417. *Q.* A purchased freehold property in 1905 and had it conveyed to himself and his wife, B, in fee simple, to the use of B for life, remainder to the use of A for life, remainder to the use of D, daughter of A and B, if living at the decease of the survivor of A and B, but if dead to the use of A, his heirs and assigns in fee simple, subject to B's life interest There was no trust for or power of sale. It was declared that A and B and the survivor of them should be trustees for the purposes of the S.L.A., and there is no provision for the personal representatives of the survivor to act as such trustees. A died in 1924. B does not wish to sell the property, or to go to the expense of appointing new trustees, or making a vesting deed. If nothing is done, our view is that there will be no persons who can be, or be deemed to be, appointed by B as her special executors under A.E.A., s. 22, and that the legal estate will on her death vest under the S.L.A., s. 7 (1), in her general executors or administrator, who can then convey it under s. 7 (5) to D, if living, or if dead, to the personal representatives of A. Is this correct? If B's representatives renounce in respect of the settled land, what would have to be done?

A. B, as trustee for the purposes of the S.L.A., 1882 to 1890, became on 1st January, 1926, trustee for the purpose of the S.L.A., 1925, by virtue of s. 30 (1) (ii). It may perhaps be open to doubt whether s. 64 (1) of the T.A., 1925, which expressly relates to the appointment and discharge and retirement of trustees for the purposes of the S.L.A., 1925, brings in s .18 (2) of the T.A., 1925, which deals with the devolution of powers. However, the personal representatives will have an express trust under s. 7 (5) of the S.L.A., 1925, unless they renounce under s. 23 (1) of the A.E.A., 1925. If they do so the remedy of D (or the persons entitled under A's will or intestacy, if she is dead) will be an application under s. 23 (2) for the appointment of special personal representatives, who must then convey in accordance with s. 7 (5) of the S.L.A., 1925, to D, if living, otherwise to the persons entitled under A's will or intestacy, or, if A settled his reversion, they would convey in accordance with s. 7 (1). If D, by paying the costs, can induce B to appoint her co-trustee for the purposes of the Act, D will almost certainly find that she saves expense in the long run.

RECENT WILL—SETTLEMENT BY—PROCEDURE.

418. *Q.* A died in June, 1926, having by his will appointed B sole executor and trustee and devised to him his real estate upon trust to pay the net rents and profits to C during her life and to sell on her death. B has obtained probate and C desires to sell as tenant for life. B proposes to appoint D as an additional trustee of the will under s. 30 (3) of the S.L.A., 1925, and then B as personal representative will execute a vesting assent in favour of C, which assent will also state that B and D are trustees for the purposes of the Act. This assent will follow form No. 5 in the 1st Sched. to the Act. In the appointment it is proposed to negative any implied vesting in the trustees. Will the assent be all that is required to enable C to sell as tenant for life, or should B and D as trustees execute a principal vesting deed (in addition to the assent to be executed by B as personal representative) declaring that the legal estate is vested in C and that they themselves are trustees; or otherwise what is the proper procedure?

A. The position is regulated by ss. 6 and 8 (4) of the S.L.A., 1925, and the choice of vesting deed or assent is given, either enabling a tenant for life to sell under s. 13. If B appoints D before the vesting assent (if this is preferred) the extra deed required by s. 35 (1) will not be necessary. It is not necessary to have both a principal vesting deed and a vesting assent.

HUSBAND AND WIFE—CONVEYANCE FROM ONE TO BOTH.

419. *Q.* Certain differences having arisen between husband and wife and proceedings for desertion having been taken before the magistrates, it has been agreed that the wife shall go back to the husband and the husband's property shall be transferred into the names of himself and his wife with the intention that the survivor shall take it absolutely and beneficially. Can the husband convey the property direct to himself and wife? Section 72 (2) of the L.P.A., 1925, provides shortly that freehold property may be conveyed by a person to himself jointly with another person and may be conveyed by a husband to his wife alone or jointly with *another person*. The latter part of the section seems to refer to the parting by the husband of all his interest in the property. It does not mention "by a husband to himself and his wife." Do the last words of the section "jointly with another person" include the husband or wife as the case may be? If not, does the case come within the first part of the sub-section? What is the best method of dealing with the matter? A reference to a precedent will oblige.

A. Section 37 of the L.P.A., 1925, provides that for all purpose of acquisition of interest in property husband and wife shall now be regarded as two persons, and by s. 34 (2) a conveyance to them would make them trustees for sale. If the proceeds of sale are to be held upon trust for the survivor absolutely the settlement of them should be effected by a separate deed (see s. 35 of the T.A., 1925), otherwise the joint tenancy may be severed in equity. Section 72 (2) of the L.P.A., 1925, quoted above, merely re-enacts s. 50 (1) of the Conveyancing Act, 1881.

BARE TRUSTEE—DEATH OF EQUITABLE OWNER—TRUST FOR SALE.

420. *Q.* In 1919 certain property was conveyed to A in fee simple. By deed poll executed in the following year A declared that he held the property upon trust for B to dispose of according to B's direction, he (B) providing all expenses in connection therewith. B died in 1926. His personal representatives have contracted to sell to a purchaser. The deed poll relates to several properties, and will not be handed over to the purchaser on completion. Is it necessary to make A a party to the conveyance to the purchaser and recite the conveyance to himself and the deed poll? Or would a conveyance reciting that at the time of his death B was seised, &c., of the property, and his personal representatives, conveying as such, be sufficient? There was no trust for sale in the conveyance to A, the property being conveyed to him in fee simple as though it was actually his own property

A. By the L.P.A., 1925, 1st Sched., Pt. II, paras. 3 and 6 (*d*), the property vested in B on 1st January, 1926, and nothing arises on the amendment contained in the Schedule to the L.P. (Amend.) A., 1926. Therefore A is not a necessary party and the suggested recital would suffice. But the purchaser will no doubt require an acknowledgment of production as to the deed poll.

Correspondence.

Points in Practice.

Sir,—With reference to Query No. 397 in last week's SOLICITORS' JOURNAL (p. 832), I venture, with all respect, to differ from the answer given. Under the old practice—previously to 1926—a mortgage for a term of years could be discharged by a simple receipt for the mortgage money indorsed on the mortgage deed; and I cannot see that this practice has been materially affected by the recent legislation.

If, in the case quoted, the five mortgagees sign a receipt for the mortgage money on the back of the mortgage, the mortgage term becomes a satisfied term; and, whether the term is vested in the Public Trustee or anyone else, I suggest that the receipt extinguishes it, and clears the property from the charge.

Guildford. W. J. PERKINS.
28th July.

[The case is admittedly not free from doubt, but, if this correspondent's argument is to prevail, he has to overcome the wording of s. 115 (1) of the L.P.A., 1925, requiring for the determination of the term created by Pt. VII, para. 1, of the 1st Sched. execution by "the person in whom the mortgaged property is vested." The term is an artificial one created by statute, and, that statute providing the conditions of its merger, *primâ facie* those conditions must be fulfilled. Thus if the mortgaged property is still vested in the Public Trustee, his signature (or "execution") is necessary. It is therefore submitted that the safe course indicated in the answer is the wisest, and will preclude awkward requisition hereafter.—ED., *Sol. J.*]

Powers of a Limited Company to Draw or Accept a Bill of Exchange.

Sir,—I have not of late been able to read my legal papers as promptly as usual, but in the *Weekly Notes* of the 26th ult. on p. 203, there is reported the case of *Kreditbank* v. *Schenkers*, before Wright, J., and on p. 205 appears the following dictum: "A limited company was not competent to draw, accept or indorse bills of exchange unless by the memorandum it was given special power to do so."

I am appalled at this statement and wonder s. 118 of the Consolidation Act, 1908, was not brought to the judge's attention, and the form in the 3rd Sched. giving a memorandum of a company limited by shares where The Eastern Steam Packet Company Limited has the following only object, "the conveyance of passengers and goods in ships or boats between such places as the Company may from time to time determine, and the doing of all such other things as are incidental or conducive to the attainment of the above object."

"Byles on Bills," 18th ed., p. 68, lays it down that without a special authority, express or implied, a corporation has no power to make, accept, draw or indorse bills or notes, but adds that such authority will be implied in the case of a corporation incorporated for the purposes of trade, the very object of whose institution requires that it should exercise this privilege.

"Buckley," 10th ed., lays it down that a power to issue bills need not be given in express terms.

I submit with every confidence that the statement that a limited company is not competent to draw, accept or indorse bills of exchange unless by the memorandum it is given special power to do so, is not, never was, and I trust never will be the law in this country. The company in question had a registered office in London, and their business was that of general carriers, forwarding and shipping agents and warehousemen, so it was obviously a trading company.

London. E. T. HARGRAVES.
27th July.

Reviews.

Université dé Lyon. Cinquantenaire de la Faculté de Droit. Le 18 Mars 1926.

This work, issued on the occasion of the fiftieth anniversary of the founding of the Faculty of Law at Lyon, contains a general report of the functions and speeches which formed part of the Jubilee celebrations of the famous French Law School. English readers will be naturally interested and pleased to find that in the course of these celebrations three eminent English teachers of law, namely: Professor Lee, of Oxford, Professor Buckland, of Cambridge and Professor Guttridge, of London, received honorary degrees.

Borough Boundaries. Lt.-Col. C. E. NORTON, C.M.G., R.E., and F. C. ALLWORTH, M.B.E. 1926. Large Crown 8vo. pp. x and 174. Butterworth & Co., Bell-yard. 15s. net.

Coming so soon after the publication of the recommendations of the Royal Commission on Local Government, this little handbook makes its appearance at an opportune moment, as, numerous as are the works published on the various branches of "local government," this is, we think, the first to deal exclusively with "Borough Boundaries." Now that the embargo imposed by the Government on extension schemes has been lifted, the subject has become one of the utmost importance to town councils, which, in order to keep pace with their growth and legitimate aspirations, must consider the promotion of Bills or the application for Provisional Orders for the enlargement of boundaries. In this volume the history and origin of municipal boundaries, and, indeed, all considerations which must necessarily be taken into account before schemes are launched which must involve the ratepayers in heavy expenditure, are lucidly and succinctly explained, and town clerks and Parliamentary agents alike—notwithstanding their wide experience in dealing with these problems—will find their task made all the lighter by a perusal of this most excellent treatise. W. P. H.

Books Received.

Mews' Digest of English Case Law. Containing the Reported Decisions of the Superior Courts, and a Selection from those of the Scottish and Irish Courts to the end of 1924. Second Edition, under the general Editorship of Sir ALEXANDER WOOD RENTON, K.C.M.G., K.C., late Lord Chief Justice of Ceylon, and S. E. WILLIAMS and WYNDHAM A. BEWES, Barristers-at-Law. Vol. XIV, "Name" to "Poll." Super Royal 8vo, xx pp. and 1,556 cols. Sweet & Maxwell, Ltd., Chancery-lane, and Stevens & Sons, Ltd., Chancery-lane, and The Solicitors' Law Stationery Society, Ltd., London, Liverpool and Glasgow. 35s. (per vol.) net.

Dunstan's Law Relating to Hire Purchase. With Appendix of Forms. Second Edition. Revised by E. HOLROYD PEARCE, B.A., Barrister-at-Law. 1926. Crown 8vo, pp. xvii and 222 (with Index). Sweet & Maxwell, Ltd., Chancery-lane. 12s. 6d. net.

The Law of Principal and Surety. By The Hon. Sir SYDNEY ARTHUR TAYLOR ROWLATT, K.C.S.I., M.A. Second Edition. JOHN ROWLATT, B.A., Barrister-at-Law. Demy 8vo, pp. viii and 347 (with Index). Sweet & Maxwell, Ltd., Chancery-lane. £1 2s. 6d. net.

"Law Notes" Guide to the New Property Statutes. Second Edition. H. GIBSON RIVINGTON, M.A. (Oxon), and A. CLIFFORD FOUNTAINE, Solicitors; 1926. Royal 8vo, pp. xxii and 648 (with Index). "Law Notes" Publishing Offices, 25-26, Chancery Lane, W.C.2. 25s. net.

A Guide to the Unemployment Insurance Acts. By H. C. EMMERSON and E. C. P. LASCELLES, O.B.E., Barrister-at-Law. Crown 8vo, 172 pp. (with Index). Longmans,

Green & Co., Ltd., 39, Paternoster-row, E.C.4. Cloth covers, 4s. net. Paper covers, 3s. net.

Aircraft and Commerce in War. J. M. SPAIGHT. Demy 8vo, pp. viii and 111 (with Index). Longmans, Green and Co., Ltd., Paternoster-row, E.C.4. 6s. net.

Criminal Procedure. An outline of the Criminal Process in this Country. GORDON C. TOUCHE, M.A. (Oxon) and FREDERICK E. RUEGG, M.A. (Cantab), Barristers-at-Law. Demy 8vo, pp. xv and 123 (with Index). Stevens & Sons, Ltd., Chancery-lane. 6s. net.

The Trial of Criminal Cases in Simla. Being a Discussion of the Code of Criminal Procedure, 1898, as amended up to date. A. SABONADIÈRE, I.C.S. (Retired), formerly a District and Sessions Judge in the United Provinces of Agra and Oudh, Lecturer in Indian Law at University College, and the School of Oriental Studies, University of London. Demy 8vo, 692 pp. (with Index). Thacker, Spink & Co., Calcutta and Simla; Thacker & Co., 2 Creed-lane, E.C.4. 25s. net.

The Lawyers' Directory for 1926. Forty-fourth year. Being a list of "outstanding lawyers in all cities and larger towns in the United States and Canada, with a list of those in foreign countries." Medium 8vo, 1,448 pp. (Thin Edition.) Sharp & Alleman Company, 100, South Ninth-street, corner of Chestnut, Philadelphia, Pa.

Mews' Digest of English Case Law. Quarterly issue. July, 1926. Containing cases reported from 1st January to 1st July, 1926. AUBREY J. SPENCER, Barrister-at-Law. Stevens & Son Limited; Sweet & Maxwell Limited.

Workmen's Compensation and Insurance Reports. 1926. Part I. Containing cases germane to Workmen's Compensation, Employers' Liability Insurance (except Marine) and National Insurance. G. T. WHITFIELD HAYES, Barrister-at-Law. Stevens & Sons Limited and Sweet and Maxwell Limited, London; and W. Green & Son Limited, Edinburgh. Annual subscription 30s., post free.

The Central Law Journal. 20th July, 1926. Vol. 99, No. 14. Central Law Journal Company, St. Louis, Mo. 25 cents.

An Analysis of Williams on The Law of Real Property for the use of Students. A. M. WILSHERE, M.A., LL.B., Barrister-at-Law. Fifth edition. Large crown 8vo, pp. iv and 161. Sweet & Maxwell Limited, Chancery-lane. 7s. 6d. net.

W. P. H.

Obituary.

MR. RHYS T. JONES.

Well known in legal circles in Glamorganshire, Mr. Rhys Thomas Jones, solicitor, passed away unexpectedly at his residence, St. Elmo, Caerphilly, on Friday, the 23rd July, aged sixty. The son of Mr. Edmund Jones, St. Aubyns (agent to the Goodrich and Shedden Estates), he was articled to the late Mr. John Morgan, Cardiff, but completed his articles with the late Mr. David Lewis of that city. Admitted in 1899, he immediately practised in Cardiff, but three years later transferred his office to Caerphilly, where he soon became recognized as a capable conveyancer and built up an extensive practice, confining his work almost entirely to that branch, appearing in the local courts only at rare intervals. He was taken ill on the evening of Wednesday, the 21st ult., operated on for appendicitis on Thursday evening, but being unable to withstand the shock, died early on Friday morning in the presence of his family, who had been hastily summoned. He was one of the most popular figures in the business life of the town of Caerphilly, and leaves a widow and two sons—Mr. Gwyn Rhys Jones (Cardiff) and Mr. Cecil Harding Jones (London). Mr. Jones was a member of The Law Society. Before commencing the business at the Caerphilly Police Court on Tuesday, the presiding magistrate (Mr. E. S. Williams), referring to the gloom cast over the town by the sudden death of the deceased gentleman, said "not only did Mr. Jones inspire confidence in those who were clients of his, but by his genial and unassuming manner he had endeared himself to all. His memory would be cherished by all who had come in contact with him and he would ask the learned clerk to convey to the family the deep sympathy of the court with them in their great sorrow." Mr. C. Stuart Goodfellow and Mr. T. Price Thomas (on behalf of the solicitors practising in the court) associated themselves with the chairman's remarks.

MR. E. M. GIBSON.

Mr. Edward Morris Gibson, senior, partner of the firm of Spencer, Gibson & Son, of 3, 4 and 5, Queen-street, in the City of London, and of Sutton, Surrey, died on the 14th ult., at Westgate-on-Sea. He was seventy-eight years of age, and was admitted a solicitor in 1879, first entering into partnership with the late George English Spencer and subsequently practising in partnership, from 1902 until the time of his death, with his son. Mr. Gibson resided in Sutton since 1887, and identified himself with local government work in the district. He was elected chairman of the Sutton Urban District Council in the year 1900, and his portrait in oils is in the council chamber. He was for many years interested in freemasonry, being a Past Master of the Skelmersdale Lodge and of the West Kent Lodge and first I.P.M. of the Sutton Lodge. He leaves a widow, three sons and three daughters, one son having been killed in France during the great war. Mr. Gibson was buried at Sutton Cemetery on Tuesday, 20th July, amid many signs of sympathy and regret. He was a man of high rectitude, one who commanded the respect of all, and the Rev. Canon Courtney Gale, who conducted the burial service, said of him that "he had left behind him a record such as few men leading busy lives could hope to leave."

MR. A. M. M. FORBES.

Mr. Alan Mackinnon Mayon Forbes, solicitor, died at East Finchley on the 23rd July. Mr. Forbes was admitted in 1881 and was a member of the firm of Messrs. Forbes & McLean, of Queen Street, Cheapside, and of East Finchley. He held the appointments of Coroner for East Middlesex and for the Liberty of the Duchy of Lancaster. Mr. Forbes was a member of The Law Society and of the Solicitors' Benevolent Association.

MR. H. C. F. HAWTHORN.

Mr. Henry Cyril Flint Hawthorn, solicitor, of Market Drayton, died there on the 20th ult. He was admitted in 1904 and was a member of the firm of Messrs. B. S. Hawthorn and Son, of 2, St. Mary Street. Mr. Hawthorn was well known throughout Shropshire and Staffordshire, held the appointment of Clerk to the Burial Board, and was a keen sportsman.

W. P. H.

"LEGAL RIGHT TO CHANGE HER MIND."

The right of a woman to change her mind as to marriage between the civil and religious ceremonies has been recognised by a judgment of the Fourth Chamber of the Seine Tribunal in a suit for damages brought by a disappointed bridegroom. The bride, aged seventeen, went through the civil ceremony at the local mairie, and was to have been married by the Church on the following day. But during the night she changed her mind, and sent a messenger to the church to inform the waiting bridegroom and his friends that she refused to be married, and would not recognize the civil ceremony as binding. The husband had no choice but to obtain a divorce, but when shortly afterwards his former bride married again, he sued her for 13,000 francs expenses, and 50,000 francs on account of moral damages. The Tribunal has dismissed his claim on the ground that the situation would not have been materially altered had the bride changed her mind after the religious ceremony instead of before it.

Court of Appeal.

Richmond *v.* **Savill.** 22nd June.

LANDLORD AND TENANT — DWELLING-HOUSE — LEASE — REPAIRING COVENANTS—BREACHES—PAST BREACHES—SURRENDER OF LEASE—RELEASE IN GENERAL TERMS—LIABILITY FOR PAST BREACHES.

A surrender of the lease of a dwelling-house by the lessee does not affect his liability for past breaches of the repairing covenants. Nor does a release in general terms by the lessor. The lessee remains liable for all breaches in respect of which a cause of action has accrued, notwithstanding the surrender and release.

Decision of Finlay, J., *reversed*.

Appeal from Finlay, J. The plaintiff was the landlord, and the defendant the executor of the lessee of a dwelling-house at St. Leonards-on-Sea. The plaintiff claimed to recover from the defendant damages for breaches of covenant to repair the dwelling-house. The lease was dated 12th December, 1923, and was for twenty-one years from 29th September, 1922. The lease contained covenants by the lessee to repair. The lessee, Lady H, died in November, 1924. Immediately on her death, the defendant, her executor, entered into negotiations with the landlord's brother, who acted as the landlord's representative, for permission to sublet the dwelling-house furnished for a period of not less than six months, or in the alternative for an immediate surrender of the lease. The plaintiff was not willing to grant the licence to sublet, but his brother, acting on his behalf, wrote to the solicitor a letter dated 15th November, 1924, to the effect that if Lady H's executor agreed to pay the rent of the dwelling-house up to Lady Day, 1925, and would give up possession not later than the end of February, 1925, the landlord would give him a release. The first date on which the term could be determined under the lease was the 29th September 1925. The defendant accepted the letter and gave up the house. The action was in respect of breaches of covenant to repair which had accrued before the date of the surrender of the term. The defendant contended that he was not liable for the damages claimed, because, apart from the fact that the effect of the surrender was to release him from all liability under the lease, whether for past or future breaches, the defendant also relied on an express release which was in general terms. Finlay, J., held that the effect of the surrender of the term and the release was to extinguish the defendant's liability for all breaches of covenants including past breaches. The plaintiff appealed.

BANKES, L.J., in the course of his judgment, said that the learned judge (Finlay, J.) had held that a surrender operated to extinguish the lease and to extinguish the obligations of the parties. He had applied that statement of the law by Cotton, L.J., in *Ex parte Allen*, 20 Ch. D., at p. 348, as referring not only to future obligations arising under the lease—any possible future obligations—but also to breaches of the covenants of the lease in respect of which rights of action had accrued. The particular passage the learned judge founded his judgment on was this (*Ex parte Allen*, 20 Ch. D., at p. 348): "In my opinion a surrender of a lease involves this, that there shall be a giving back of the property which is comprised in the lease with a corresponding release of the tenant from the covenants contained in the lease. A surrender implies the giving up in its entirety of the lease which is put an end to by the surrender." In that statement no distinction was drawn between a liability in respect of future breaches of the obligations of the lease and a liability in respect of which a right of action had already accrued. Finlay, J.'s, attention was not directed to, or at any rate he did not refer to the distinction which undoubtedly existed between an extinguishing by surrender of obligations *in futuro* and the effect of surrender on breaches of covenant in respect of which causes of action had accrued. If the case depended on the effect of the surrender, the plaintiff would be entitled to succeed. But there was something more, and everything depended on the construction of the letter of 15th November. In that letter the word "release" was used, and that word was a word of extremely wide application, but it was a word in reference to which it was necessary to ascertain what it was that the parties were contracting about before the proper meaning could be put on the word "release" used by the parties in the agreement which they in fact came to. What was in the contemplation of the parties in this case was not any question of dilapidations or the obligation to pay damages in respect of breaches of covenant, but what they were bargaining about was the counter offer of the landlord to accept a surrender of the lease and the terms on which the tenant should be allowed to depart and the letter referred to that only. The release is limited to the obligation to continue tenant after that date, and it had no reference whatever to any obligation on the tenant or on her executor for breaches of covenant which had accrued before that date. In the result the appeal must be allowed and the judgment must be set aside.

ATKIN and SARGANT, L.JJ., concurred. Appeal allowed.

COUNSEL: *Neilson*, K.C., and *Alfred Hildesley*; *Hawke*, K.C., and *F. E. Farrar*.

SOLICITORS: *C. S. Moore*; *Druces & Attee*.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Cayzer Irvine & Co., Ltd. *v.* **Board of Trade.**

15th, 16th and 19th July.

MARINE INSURANCE—CHARTER-PARTY—WAR RISKS UNDERTAKEN BY CHARTERERS—VESSEL SUNK BY COLLISION IN 1917—ARBITRATION IN 1925—AWARD A CONDITION PRECEDENT TO RIGHT OF ACTION—STATUTE OF LIMITATIONS, 1623 (21 Jac. I., c. 16).

A steamship was requisitioned by the Admiralty during the war under the terms of a charter-party under which the charterers undertook all war risks, and all disputes were to be referred to arbitration, which should be a condition precedent to the commencement of any action at law. The vessel was sunk by collision in July 1917, and the owners gave notice of the loss to the Admiralty. Owing to delay in deciding in other cases what was the nature of "war risks" no arbitration was held until 1925, when the arbitrator made an award in favour of the owners. The Crown contended that the claim was barred by the Statute of Limitations.

Held, that as there was no complete cause of action until the award was made, time did not begin to run until February, 1925, and therefore the action was not barred.

Scott *v.* Avery, 5 H.L.C. 811, *applied*.

Appeal from a decision of Rowlatt, J., on a special case stated by Mr. Claughton Scott, K.C. The facts as stated by the Master of the Rolls were as follows: The claimants were the owners of the "Clan Maclachlan," a steamship requisitioned on 14th May, 1917, on behalf of the Admiralty under the terms of what was known as the T.99 form of charter-party, which contained three important clauses. Clause 18 provided that the charterers should not be liable for ordinary marine risks, and cl. 19 that the war risks should be undertaken by the Admiralty. Clause 31 provided for arbitration as follows: Any dispute arising under this charter shall be referred, under the provisions of the Arbitration Act, 1889, or any amendment thereof, to the arbitration of two persons, one to be nominated by the owners, and the other by the Admiralty, and should such arbitrators be unable to agree, the decision of an umpire whom they must elect shall be final and binding upon both parties hereto, and it is further mutually agreed that such arbitration shall be a condition precedent to the commencement of any action at law. In July 1917, the vessel was sunk by collision with an Italian steamer in the Straits of Gibraltar. On 21st August, the claimants gave notice of the loss to the Admiralty. At that date the line of demarcation

between war risks and marine risks was not clearly defined, and in October or November, 1919, the marine underwriters paid 50 per cent. of their claim to the owners as a loan pending the decision of certain cases in the House of Lords. In 1921 the cases of the "Petersham" and the "Matiana" were decided by the House of Lords—*Britain Steamship Company* v. *The King*, 1921, A. C. 99. In 1923 the cases of the "Geelong" and the "Warilda" were also decided by the House of Lords: *Attorney-General* v. *Adelaide Steamship Company*, 1923, A.C. 292. During those years it was said that there was tacit agreement for, or, at any rate, acquiescence in, the delay in making this claim. After the above cases had been decided a claim was made on 14th August, 1923, by the marine underwriters that the "Clan Maclachlan" was sunk as a consequence of warlike operations. On 29th November, 1923, the owners appointed an arbitrator in pursuance of the charter-party, but the Admiralty did not do so, so the owners appointed Mr. Claughton Scott sole arbitrator, and he found that the "Clan Maclachlan" was lost in consequence of warlike operations. The Admiralty set up the Statute of Limitations, and Rowlatt, J., held that the claim was barred by lapse of time, although the arbitration clause was in what was known as the "Scott and Avery form," and that the claim itself perished before it ripened into an award in accordance with *In re Astley and Tyldesley Coal & Salt Co.*, 80 L.T. 116. The owners appealed.

Lord HANWORTH, M.R., having stated the facts, said that upon appeal, Sir John Simon, for the claimants, took four points. (1) That the Limitation Act did not apply to arbitrations; (2) that as cl. 31 of the charter-party was in the form decided on in *Scott* v. *Avery*, 5 H.L.C. 811, there was no complete cause of action until the award was made; (3) that assuming that on an arbitration between two subjects, the Statute of Limitations did not apply, an implied term could be read into the clause to prevent the Crown from taking advantage of it; and (4) that the Crown, not being bound by the statute, could not plead it as a defence to any claim against it. It was clear that the first, third and fourth points raised very difficult questions indeed. The first was really whether *In re Astley and Tyldesley Coal & Salt Co.*, *supra*, was rightly decided or not. The third depended on the decision on the fourth, and that involved the point whether a dictum in the argument of a case, *The Magdalen College Case*, decided in 1615, 11 Co. Rep. 66*b*, which had been incorporated in certain text-books, such as "Chitty's Prerogative of the Crown," was valid or not, though it had certainly been acted on in many decisions. But it was unnecessary to discuss those points because the second point raised was quite sufficient to decide the case. Clause 31 contemplated that there might be an action at law brought on the claim. In *Scott* v. *Avery*, the words were somewhat different, but the effect was the same. That was a case where the judges were summoned to the House of Lords, and they decided by a majority of four to three that the decision of the Exchequer Chamber must be affirmed—namely, that no right of action arose until after the award in an arbitration. In that case Crowder, J., said, at p. 824: "It appears to me that no cause of action can arise before the sum to be paid is ascertained and settled by the arbitrator." Cresswell, J., said, at p. 840: "By the contract itself, obtaining a settlement of the claim, according to that rule, is made a condition precedent to the right to maintain an action. And this part of the rule, as to maintaining an action, shows that it was never intended to substitute the arbitrators for the courts of law or equity, but to make them ancillary to an action or suit; for after the settlement by arbitration it contemplates an action or suit on the policy, and not on the award." Lord Cranworth, L.C., said, at p. 848: "If I covenant with A.B. that if I do or omit to do a certain act, then I will pay to him such a sum as J.S. shall award as the amount of the damage sustained by him, then until J.S. has made his award, and I have omitted to pay the sum awarded, my covenant has not been broken, and no right of action has arisen." Lord Campbell was of the same opinion, and Lord Brougham concurred. It appeared to him, his lordship, upon consideration of those passages in *Scott* v. *Avery*, *supra*, that cl. 31 was clear and definite to the effect that the arbitration must be held and its result obtained before any action could be brought. For the reasons he had given, time only began to run from the making of the award, the date of which was 9th February, 1925, and, therefore, no question of the Statute of Limitations arose. The other points argued did not arise. The appeal must be allowed, with costs there and below.

SCRUTTON, L.J., and ROMER, J., delivered judgment to the same effect.

COUNSEL: *Sir John Simon*, K.C.; *A. T. James* and *J. Macmillan*; *Sir Thomas Inskip*, K.C. (S.-G.) and *Russell Davies*.

SOLICITORS: *Ince, Colt, Ince & Roscoe*; *Solicitor to Board of Trade*.

[Reported by H. LANGFORD LEWIS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Quintin Dick (deceased): Cloncurry** *v.* **Fenton and Others.** Romer, J. 1st July.

WILL—CONSTRUCTION—REAL ESTATE STRICTLY SETTLED—NAME AND ARMS CLAUSE—FORFEITURE ON REFUSAL OR NEGLECT TO TAKE NAME AND ARMS OF TESTATOR WITHIN THREE MONTHS—IGNORANCE OF THE PROVISIONS AND OF THE EXISTENCE OF THE WILL—FAILURE TO COMPLY WITH THE CONDITION—EFFECT.

A beneficiary under a will does not "refuse or neglect" to take the name and arms of the testator within the period of time limited by his will if he was ignorant of the existence of the will till after such period of time had elapsed. The words "refuse or neglect" apply to cases where the person has present to his mind the question whether he will or will not comply with the condition.

Hawkes *v.* Baldwin, 1838, 9 Sim. 355, *explained*.

Partridge *v.* Partridge, 1894, 1 Ch. 351, and In re Edwards, 1910, 1 Ch. 541, *applied*.

Originating summons. This was a summons asking whether the defendant, W. H. Barrett, had refused or neglected for three months after the death of Quintin Dick, the younger, to take and use the name and arms of Dick in accordance with the condition contained in the will of Quintin Dick, the elder. The facts were as follows: Quintin Dick, the elder, died in 1858. By his will he directed his trustees to invest his residuary personal estate in the purchase of freehold land in Ireland to be held by them to the use of his sister during her life, and after her death to the use of various persons in succession in strict settlement. The will contained a name and arms clause, whereby the testator directed that any person who became entitled to the possession of hereditaments thereby settled or of his residuary estate under the limitations of his will should take and use the surname and arms of Dick only within three months after becoming so entitled, and that if any such person should "refuse or neglect" to take and use the said name and arms within the said period of three months the limitations to him should be utterly void and the property should go and devolve to the persons next beneficially entitled in remainder as if the person whose estate should so cease was dead. On the 9th December, 1923, Quintin Dick, the younger, a great nephew of the testator and tenant for life under his will, died, and a summons was taken out to ascertain who, in the events which had happened, was entitled to the testator's estates, which, in default of persons to take under the previous limitations, were limited to the use of the son, grandson or more remote male issue who

should be the heir-at-law of the testator's aunt, Mary Barrett, for his life, and after his decease to the use of his sons in tail male. Inquiries were directed on the summons, and the master, by his certificate dated 16th November, 1925, certified that the son, grandson or other remote male issue of the said Mary Barrett who would have been her heir-at-law if she had died immediately after the death of Quintin Dick, the younger, was the defendant W. H. Barrett, who was born in 1864, and whose eldest son, born in 1895, was the defendant T. B. Barrett. W. H. Barrett and his family lived at Port Dover, Ontario, Canada. This defendant was in complete ignorance of the terms and existence of the testator's will at the date when his interest accrued and he remained in such ignorance for considerably over a year. *Cur. adv. vult.*

ROMER, J., after stating the facts, said: If the testator intended a forfeiture to take place in the event of a beneficiary failing to take his name and arms within three months from his becoming entitled in possession, I cannot understand why he did not say so. The word "fail" would include every omission. The fact that the testator used the word "refuse" suggests that he was directing his mind to the case of a beneficiary to whose mind the question had presented itself. A refusal need not be express (see *Doe* v. *Hawke*, 1802, 2 East 481), and a testator might very naturally add the word "neglect" to cover the case of refusal which was not express. In *Hawkes* v. *Baldwin*, 1838, 9 Sim. 355, the words "neglect to claim" are clearly used as being equivalent to "shall not claim." On the authorities the word "neglect" by itself might be construed as including a mere omission or failure, but in none of the cases had the court to consider the words "refuse or neglect" which occur in the present case. There being nothing in the authorities or in the practice of conveyancers, as shown in "Davidson's Precedents" and "Vaisey on Settlements," which have been referred to, to suggest that the word "neglect" is wide enough to cover any omission, I hold the words "refuse or neglect" are intended to apply to a case where the person had present to his mind the question whether he would or would not comply with the condition. In the cases of *Partridge* v. *Partridge*, 1894, 1 Ch. 351, and *In re Edwards*, 1910, 1 Ch. 541, it was held that an infant could not "refuse or neglect" to comply with a condition in a will in the one case as to residence in the other as to taking the name and arms of the testator. If the word "neglect" connotes the exercise of the will, it cannot include a failure or omission which is due to ignorance of the provisions of the document, and which therefore does not result from any operation of the mind. There must be a declaration that the defendant Barrett did not refuse or neglect to take the name and arms within the period mentioned. It is therefore unnecessary to express an opinion upon the difficult point, which has been argued, whether the whole condition is not repugnant and void within the doctrine of *Corbet's Case*, 1600, 1 Co. Rep. 83 b.

COUNSEL: *Manning*, K.C., and *J. V. Nesbitt*; *Sir Thomas Hughes*, K.C., and *Andrews-Uthwatt*; *Farwell*, K.C., and *A. H. Droop*; *Gover*, K.C., and *Beebee*; *C. R. R. Romer*, *Gavin Simonds*, K.C., and *McMullan*.

SOLICITORS: *Arnold & Henry White*; *Rooper & Whately*.

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Owners of Cargo of "City of Baroda" v. Hall Line, Limited.

Roche, J. 16th July.

SHIPOWNER—BILL OF LADING—HAGUE RULES, 1921—THEFT OF GOODS—LIABILITY OF SHIPOWNER.

Where a bill of lading for the carriage of goods by sea is made subject to the Hague Rules, 1921, there is not only a general duty to take care imposed on the shipowner, but also a special care to see that the watch placed over the goods is vigilantly carried out.

Action for damages for breach of contract and/or duty in the carriage of goods by sea. The plaintiffs were the holders and indorsees of a bill of lading, dated 17th January, 1925, issued by the defendants in respect of sixty-six cases of bristles, shipped in their steamer, "City of Baroda," for carriage from Tsing-tao to London. The plaintiffs contended that the property in the bristles had passed to them, and that the defendants had agreed to carry them to London and deliver them there in as good condition as when shipped. It was found on arrival that twenty-one of the cases had been emptied of their contents. Under the bill of lading, "claims in respect of loss or damage arising during period covered by Art. I, (E) of the Hague Rules, 1921, shall be dealt with upon the footing of the responsibilities and liabilities imposed by and the rights and immunities conferred by the rules, and of such provisions of this bill of lading as are not inconsistent with the rules." By Art. IV, r. 2, of the Hague Rules, neither the carrier not the ship was to be responsible for loss due to the neglect or default of the master mariner or the servants of the carrier, in the management of the ship, from act or omission of the shipper or owner of the goods, from insufficiency of packing, or from any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents, servants or employees of the carrier. By Art. III, r. 2, "the carrier shall be bound to provide for the proper and careful handling, loading, stowage, carriage, custody, care and unloading of the goods carried."

ROCHE, J. The action, which was brought against shipowners for failure to deliver cargo covered by the bill of lading, raised questions of interest, importance and difficulty. The case arose out of a contract based on the Hague Rules of 1921, now incorporated in substance in the Carriage of Goods by Sea Act, 1924. He found the following facts:—That the defendants were the owners of the "City of Baroda," a large and well-found vessel with competent officers and crew; that sixty-six cases of bristles were put on board and twenty-one were empty on arrival at London, and that the ship called at several ports. The bill of lading contained a number of usual clauses, e.g., that the carriers should not be liable for theft by land or sea. But the whole was subject to the Hague Rules. By Art. III, r. 2, the carriers were bound to provide suitable persons to look after the goods and to see that they used reasonable care. By Art. IV, r. 2 (*q*) the shipowner was not to be liable for "any other cause" arising without his actual fault or privity, and without the actual fault or neglect of his servants. There was evidence legitimately to infer that the theft took place at Tsing-tao, by a local gang of thieves. He thought that it was for the defendants to show that the theft was not due to the fault of their servants. The facts showed a lack of vigilance in watching, rather than an exercise of due vigilance. He, therefore, held that the theft did not arise without the fault or neglect of the defendants' servants. The law applicable to a bailee generally also applied to a shipowner, but here there was not only a duty to take general care, but also to take special care in seeing that the watching was vigilantly carried out. The defendants had not done that, and there must be judgment for the plaintiffs, with costs.

COUNSEL: For the plaintiffs, *Neilson*, K.C., and *Clement Davies*, K.C.; for the defendants, *Miller*, K.C., and *Sir Robert Aske*.

SOLICITORS: For the plaintiffs, *Waltons & Co.*; for the defendants, *Ince, Colt, Ince & Roscoe*.

[Reported by COLIN CLAYTON, Esq., Barrister-at-Law.]

PRECEDENCE AT THE BAR.

In the Court of Session in Edinburgh, counsel, in order to illustrate his argument, said, "May I put it this way, my lord? If I saw you going into a public-house——"—"Coming in," corrected the judge; "if you saw me coming into the public-house."

Societies.

The Society of Incorporated Accountants.

The Council of the Society of Incorporated Accountants and Auditors have elected Mr. Thomas Keens, of Messrs. Keens, Shay, Keens & Co., of Luton, Bedford and London, to the office of President, and Mr. Henry Morgan, of Messrs. Morgan Brothers & Co., London, to the office of Vice-President for the ensuing year.

Gray's Inn Gardens Opened to Children.

The Benchers of Gray's Inn have resolved that from the 3rd to the 31st of August the Gardens of Gray's Inn shall be open to the children of the surrounding district on fine evenings from 6 to 8 p.m. The children will be admitted at the gate in Verulam Buildings.

Gray's Inn.

The Bacon Scholarship of 1926 (£100 a year for three years) has been awarded to Mr. Selkirk Chapman, of Balliol College, Oxford; the Holt Scholarship (£80 a year for three years) has been awarded to Mr. G. Cohen, of London University.

The London Solicitors' Golfing Society.

The final of the Spring Tournament of the London Solicitors' Golfing Society was played at Park Langley on Tuesday last between Mr. F. Gordon Petch (handicap 2) and Mr. J. A. Attenborough (handicap 9), Mr. Gordon Petch winning by 2 up and 1.

Rules and Orders.

THE ASSIZES AND QUARTER SESSIONS (CONVENIENT COURT) ORDER, 1926.

S. R. & O., 1926, No. 774/L. 22.

At the Court of Buckingham Palace, the 28th day of June, 1926.

PRESENT:

The King's Most Excellent Majesty in Council.

Whereas by section fourteen of the Criminal Justice Act, 925,(*a*) power is given to try or retry a person at the court of assize or quarter sessions for a place other than that at which but for that section that person would have been tried or retried:

And whereas by sub-section (3) of the said section His Majesty is empowered by Order in Council to make such provisions as to the matters specified in the said sub-section (3) as seem necessary or expedient for the purposes of the foregoing provisions of that section:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. Where in pursuance of the said section fourteen any person is to be tried or retried at the court of assize or quarter sessions for a place other than that at which but for that section he would have been tried or retried—

(*a*) the court shall have jurisdiction for all purposes connected with the trial as though the offence had been committed in the place for which the court is held;

(*b*) where judgment of death has been passed at any such trial or retrial, the sheriff who would, if the power given by the said section fourteen had not been exercised, have been charged with the execution of the judgment shall be charged with the execution of the judgment and may carry the judgment into execution in any prison which is the common gaol of his county or in which the convict was confined for the purpose of safe custody before his removal to the place where the court was held and shall, for the purposes of the execution, have the same jurisdiction in the prison and over the officers of the prison and be subject to the same responsibility and duties as though he were the sheriff of the place for which the assize was held within the meaning of the Sheriffs Act, 1887:

Provided that nothing in this Order shall affect the provisions of sub-section (5) of section two of the Central Criminal Court (Prisons) Act, 1881(*b*);

(*c*) all recognizances, inquisitions, depositions (including exhibits thereto) and documents shall be transmitted to the proper officer of the court at which the person is to be tried or retried;

(*d*) any commissions, writs, precepts, indictments, recognizances, proceedings and documents may be altered so far as may be necessary for the purpose of giving effect to the said section fourteen and to this Order.

2. This Order may be cited as the Assizes and Quarter Sessions (Convenient Court) Order, 1926.

M. P. A. Hankey.

(*a*) 15-6 G. 5. c. 86. (*b*) 44-5 V. c. 64.

THE RAILWAY AND CANAL COMMISSION (PAYMENT INTO COURT) RULES, 1926. DATED JULY 21, 1926.

We, the Railway and Canal Commissioners, with the approval of the Lord Chancellor and the Secretary of State for the Home Department, do, by virtue of the Railway and Canal Traffic Act, 1888,(*a*) and all other powers enabling us in this behalf, hereby make the following Rules:—

1. Rule 31 of the Railway and Canal Commission Rules, 1924,(*b*) shall be annulled and the following Rule shall be substituted therefor:—

"*Payment into and out of Court.*

"31. Where under Part I of the Mines (Working Facilities and Support) Act, 1923,(*c*) the Commissioners have determined that a right should be granted subject to the payment of compensation or consideration, and have ordered the payment into Court of money, being the whole or any part or any sum on account of the compensation or consideration, the money shall be paid, in English and Irish cases, into the Supreme Court, and in Scottish cases into the Court of Session.

An Order for the payment of any such money into or out of Court, shall be signed by the Registrar and counter-signed by one of the Commissioners.

The manner of payment into and out of Court and the manner in which money in Court shall be dealt with shall, subject as aforesaid, be regulated—

(*a*) in English and Irish cases by the Supreme Court Funds Rules in force for the time being, so far as they are applicable; and

(*b*) in Scottish cases by the Court of Session Consignations (Scotland) Act, 1895,(*d*) or any Act amending or altering the same."

2. These Rules may be cited as the Railway and Canal Commission (Payment into Court) Rules, 1926, and the Railway and Canal Commission Rules, 1924, shall have effect as amended by these Rules.

Dated the 21st day of July, 1926.

John Sankey.
Robert L. Blackburn.
E. Tindal Atkinson.
J. C. Lewis Coward.

Approved.
Cave, C.
W. Joynson-Hicks.

(*a*) 51-2 V. c. 25. (*b*) S.R. & O. 1924, No. 1400.
(*c*) 13-4 Geo. 5. c. 20. (*d*) 58-9 V. c. 19.

Legal Notes and News.

Appointments.

The Committee of the Privy Council to whom His Majesty in Council referred the appointment of persons to prepare the drafts of Orders in Council to be made in pursuance of s. 62 (sixty-two) of the Rating and Valuation Act, 1925, have appointed Mr. JOSHUA SCHOLEFIELD, K.C., and Mr. HENRY JOSEPH COMYNS, Assistant Solicitor to the Ministry of Health.

Mr. CECIL PATRICK BLACKWELL, barrister-at-law, has been appointed a Puisne Judge of the High Court of Judicature at Bombay in succession to Sir Amberson Barrington Marten, recently appointed Chief Justice. Mr. Blackwell was called by the Inner Temple in 1907.

Mr. JOHN FOSTER, barrister-at-law, has been appointed a Deputy Umpire under the Unemployment Insurance Act, 1920. Mr. Foster was called by the Inner Temple in 1919.

Mr. SALISBURY JONES, solicitor, Bettwys-y-Coed, has been appointed Clerk to the Urban District Council of Llanrwst. Mr. Jones, who was admitted in 1921, is also Clerk to the Bettwys-y-Coed Urban District Council and to the Llanrwst Evening Continuation Schools, and Solicitor to the Llanrwst Electricity Supply Co. Limited.

Mr. EDWIN M. NEAVE, assistant solicitor in the office of Mr. F. H. C. Wiltshire, Town Clerk of Birmingham, has been appointed Deputy Town Clerk of Hammersmith, in succession to Mr. W. H. Warhurst, recently appointed Town Clerk of Accrington.

Partnerships Dissolved.

ALFRED RILEY, HERBERT BUCK CREEKE and ARTHUR GEORGE ANDERSON, solicitors, Burnley and Manchester (Roberts, Riley, Creeke, and Anderson), by mutual consent as from 30th June, so far as concerns H. B. Creeke, who retires from the firm. A. Riley and A. G. Anderson will continue to practise under the firm of Roberts, Riley and Anderson at Burnley and Manchester. H. B. Creeke will practise at Burnley under the firm of Creeke and Son.

EDWARD HENRY THOMAS FEWSON SMALL and GEOFFREY HUGH MITCALFE BARKER, solicitors, Buckingham and Winslow (Small & Barker), as from 18th November, 1925, by mutual consent on retirement of both from practice as solicitors. The business is being continued under the old style by Mr. Philip Wood.

CLARANCE FRANK LEIGHTON, ERNEST JEFFERY CHARLES SAVORY and EDWARD NESBITT MEDD, solicitors, 61 Carey-street, Lincoln's Inn, W.C.2 (Leighton and Savory), by mutual consent as from 30th June. E. J. C. Savory and E. N. Medd will continue to carry on business in partnership with Ralph Lyall Mason under the old firm.

WILLIAM HENRY WHITFIELD and GEORGE ARTHUR WHITFIELD, solicitors, 22, Surrey Street, Strand, W.C.2 (Whitfield, Byrne & Dean), by mutual consent as from 30th June.

Wills and Bequests.

Mr. William Stebbing, of Frith Park, Walton-on-the-Hill, Surrey, and of Lincoln's Inn, barrister-at-law and man of letters, a last survivor of *The Times* staff under Delane, who died on 27th May last, aged ninety-five, left property of the value of £43,412, with net personalty £37,945. He left £30 each to Dean Wace, Thomas Hardy, O.M., F. T. Dalton, Geoffrey Robinson, Sir J. Thursfield, Mrs. Henry Daniel, of Oxford, J. B. Capper, ex-Dean Page Roberts, John Walter, and G. E. Buckle; £30 to the Royal Literary Fund; £350 to Worcester College, Oxford (of which he was a Fellow), upon trust for the purchase of books for Honorary Fellows of the College; £150 to King's College, London, for an annual prize for English Verse or Prose; and £150 to the Westminster School for an annual prize for English Verse or Prose. The will goes on to say: "I release and forgive to every relative, connexion, or private friend who may be indebted to me in respect of loans, all sums owing by them."

Colonel Charles William Panton Barker, C.B.E., V.D., solicitor, of the Hawthorns, Sunderland, of the firm of David Barker & Dingle, clerk to the County Borough Magistrates, (formerly Colonel of the Sunderland Artillery Volunteers) who died on 21st March, in his sixty-ninth year, left estate of the gross value of £16,105. He left £50 to John Arthur Fenton.

Mr. William Thackhall-Browett, solicitor, of St. Valery, Earlsdon-avenue, South Coventry, left estate of the gross value of £23,066.

Mr. Hugh Nicholas Mortimer Donnithorne, B.A. solicitor, (fifty-two) of Hertford, Grove-road, Fareham, Hants, left estate of the gross value of £6,782.

Mr. Francis George Morris, solicitor, Shrewsbury, left estate of the gross value of £6,031.

THE ADMIRALTY COURT

At the rising of the Admiralty Court for the Long Vacation, Mr. C. R. Dunlop, K.C., commented on the large amount of Admiralty work disposed of in the Division. The past term, he said, had been unique in the history of the Division. Such had been the volume of business that two courts had been sitting throughout the term, and during a considerable part of the time three courts had been engaged in Admiralty work. The result was that the sittings ended with no arrears. There had been the minimum of delay.

Mr. G. P. Langton, K.C., also expressed his appreciation of the work of the Division. They found themselves, he said, at the end of a heavy term in the happy position of having three judges in good health instead of having one or perhaps two suffering from the effects of overwork.

Mr. Justice Hill said that he thought it would be recognized that the appointment of a third judge had been more than justified. The results bore out the forecast which had been made, that with the appointment of a third judge work would largely increase. Before that appointment a large amount of work had to be sent away—a scandalous thing to have to say of a court of justice.

EXHAUST NOISE IN MOTOR VEHICLES.

The Home Secretary has issued a warning to all users of motor cars, and particularly motor cycles, that he is instructing the police to take active steps to enforce more strictly the law relating to the use of silencers.

As motorists will be aware, the law as contained in Art. IV of the Motor Cars (Use and Construction) Order, 1904, as amended by the Motor-Cars (Use and Construction) Amendment Order (No. 2), 1912, requires, under a penalty of £10, the use of a silencer, suitable and sufficient for reducing, as far as may reasonably be practicable, the noise of exhaust gases. It is common knowledge that a great deal of annoyance and inconvenience, amounting in many cases to an intolerable nuisance, is caused to members of the public at large by the excessive noises emitted by the exhausts of motor-vehicles, and particularly motor-cycles.

In the Home Secretary's opinion there is no justification whatsoever under present circumstances for permitting such noise, which constitutes a direct infraction of the law, as it is within the capacity of every motorist to provide his machine with an effective silencer and drive it in a proper manner; in the case of motor-cycles much of the noise caused by their exhausts is due to bad driving and could be avoided by the exercise of greater care in the use of the throttle and gears.

Motorists are therefore warned that if they desire to escape liability to the penalty of £10 provided by the law they must see that their machines or any machines which they may purchase are effectively silenced and that they must so use and drive them as to reduce the noise of their exhausts as far as may be reasonably practicable.

ECHO OF POLICE STRIKE.

References to the police strike of a few years ago were made in Standing Committee C at the House of Commons on Friday, when the Police Pensions Bill was under review. This measure increases the rateable deductions to be made from the pay of the police, and authorises, in certain circumstances, the return of rateable deductions in the case of members of police forces retired or dismissed after 30th June, 1919.

Mr. Hayes (Lab. Soc., Edge-hill) moved an amendment to Clause 2 to make compulsory instead of permissive the power given to police authorities in the case of men who left between 30th June, 1919, and before the commencement of the principal Act, to return the whole or part of any rateable deductions which had been made from their pay.

Captain Hacking (Under-Secretary, Home Office) objected to the amendment on the ground that it would place men dismissed in that period, and particularly the dismissed police strikers, in a more favourable position than those who might be dismissed from now onwards.

The amendment was defeated by twelve votes to ten, and the Bill was passed and ordered to be reported to the House.

BILL TO AMEND TRADE UNION LAW.

It is understood that the Government has had under consideration a report from the Committee of Ministers appointed to examine the law relating to trade unions and to make recommendations as to the amendments which should be effected. In the recent debate in the House of Lords, the Lord Chancellor made it clear that the matter would come before the Cabinet almost immediately, and that legislation will be proposed in due course. The first rough draft of a Bill has been presented by the Committee to the Government, but there are two or three points which still require attention and the Ministers specially concerned have not, therefore, finished with their task. However, sufficient progress has now been made to warrant the belief that it will be possible for the Government to introduce the Bill during the autumn sittings of Parliament.

GRAY'S INN CHAPEL.

Gray's Inn Chapel is closed for the Vacation, and will be reopened on the first Sunday in October.

ROYAL COMMISSION ON LOCAL GOVERNMENT.

We understand that the terms of reference to the Royal Commission on Local Government, of which Lord Onslow is Chairman, have been extended so as to enable the Commission to make recommendations as to the constitution, areas and functions of parish councils and parish meetings, and to investigate the relations between these authorities and the other local authorities within the scope of the Commission's inquiry.

BARRISTER'S FATAL FALL.

The unfortunate death of Mr. John Edward Yonge Radcliffe, 44, a barrister-at-law, of Hilltop, Headington Hill, Oxford, who fractured his skull by falling downstairs at St. Stephen's Club, Westminster, was the subject of an inquest held by Mr. Ingleby Oddie at Westminster on the 27th ult. Mr. Thomas Henning Parr, K.C., Recorder of Salisbury, stated that he was the hon. treasurer of the Cecil Dinner Club, which met at St. Stephen's Club once a week. On Tuesday evening of the previous week he found Mr. Radcliffe at the club playing bridge, and "cut in" and became his partner. Mr. Radcliffe was quite sober, and after the game was over sat by the fireplace talking to another member. Later he heard that Mr. Radcliffe had fallen downstairs and was unconscious. It was stated that the stairs were in good order, but were curved and narrow on the inside, and that it would be easy for a person to slip. The coroner recorded a verdict of accidental death.

WHEN USE OF LOUD SPEAKERS A "NUISANCE."

In the House of Commons on Friday, Sir Walter de Frece (U., Blackpool) asked the Minister of Health if he would state the number of bye-laws against the public use of loud speakers which had been sanctioned during the past six months, and what was the attitude of his department on the subject?

Sir William Joynson-Hicks (Home Secretary), who replied, said one borough had made a bye-law to the effect indicated. He considered that where a local authority thought such a bye-law was necessary to prevent a nuisance they should be allowed to put it into force, provided it was limited to the use of loud speakers in streets and public places, or places adjacent. Similar nuisances had frequently been dealt with by bye-laws.

Mr. H. G. Williams (U., Reading): Which borough has made the bye-law?

An Hon. Member: Reading. (Laughter).

Mr. Spencer (Lab.-Soc., Broxtowe): Does the bye-law cover a gramophone?

Sir W. Joynson-Hicks: The bye-law only deals with loud speakers.

HINDU WIFE'S SUIT FOR DISSOLUTION.

Mirabali, the daughter of Mr. P. L. Roy, a Hindu barrister, has instituted a suit in the High Court, Calcutta, against Mr. Chatterjee, a barrister, whom she married at a registry office in England, for a declaration that the marriage is void owing to the parents not consenting, and the non-performance of ceremonies essential to a Hindu marriage. There is a son and daughter of the union. The wife also charges the husband with cruelty and desertion.

NEW MILK ORDER.

With a view to removing doubts which have arisen in the administration of the Trade Boards (Milk Distribution) Order, 1920, as to the position of workers employed in the preparation and sale of sterilized milk, the Minister of Labour has given notice that he intends to make a Special Order altering the description of the milk distributive trade contained in the Order of 1920. Copies of the draft Special Order may be obtained on application in writing to the Secretary, Ministry of Labour, Whitehall, London, S.W.1. The draft Order provides that the expression "fresh milk" in the 1920 Order shall include sterilized milk, and adds the processes of homogenizing and sterilizing to the preparatory operations specified in that Order.

IRISH VACATION NOTES.

The High Court and the Supreme Court, (Saorstát Eireann) will not sit again until the 11th October, when the courts will re-open after the Long Vacation. Special notice should be taken by Irish practitioners of the fact that under the new rules the Long Vacation is shortened.

It has been intimated by Mr. Justice O'Byrne, who is sitting as Vacation Judge, that he will sit on Wednesday in each week, and that urgent applications in all the courts will be taken on the same day.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement, Thursday, 12th August, 1926.

	Middle Price 4th Aug.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 2½%	55⅞	4 9 6	—
War Loan 5% 1929-47	101 1/16	4 19 0	4 19 0
War Loan 4½% 1925-47	95⅝	4 14 6	4 17 6
War Loan 4% (Tax free) 1929-47	101¼	3 19 0	3 19 0
War Loan 3½% 1st March 1928	97⅛xd	3 12 0	4 18 0
Funding 4% Loan 1960-90	86⅜	4 12 6	4 13 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93⅜	4 5 6	4 8 6
Conversion 4½% Loan 1940-44	96½	4 13 6	4 16 0
Conversion 3½% Loan 1961	76½	4 12 0	—
Local Loans 3% Stock 1921 or after	63⅜	4 15 0	—
Bank Stock	257	4 13 0	—
India 4½% 1950-55	91	4 19 0	5 2 0
India 3½%	69⅜	5 0 0	—
India 3%	59⅛	5 0 0	—
Sudan 4½% 1939-73	92	4 18 0	5 0 0
Sudan 4% 1974	85⅛	4 13 0	4 17 6
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	80½	3 15 0	4 12 6
Colonial Securities.			
Canada 3% 1938	83½	3 12 6	4 19 0
Cape of Good Hope 4% 1916-36	92½	4 7 0	5 1 6
Cape of Good Hope 3½% 1929-49	79¼	4 9 0	5 2 0
Commonwealth of Australia 5% 1945-75	99⅜	5 0 6	5 1 0
Gold Coast 4½% 1956	94⅝	4 15 0	4 17 6
Jamaica 4½% 1941-71	92½	4 17 0	4 17 0
Natal 4% 1937	92½	4 6 6	4 18 6
New South Wales 4½% 1935-45	90½	5 0 6	5 5 0
New South Wales 5% 1945-65	99½	5 1 0	5 2 0
New Zealand 4½% 1945	94½xd	4 15 6	4 19 0
New Zealand 4% 1929	97½	4 3 0	5 1 6
Queensland 3½% 1945	76	4 12 6	5 10 0
South Africa 4% 1943-63	85⅞	4 14 0	4 17 6
S. Australia 3½% 1926-36	85½	4 2 0	5 7 6
Tasmania 3½% 1920-40	83¼	4 4 0	5 4 0
Victoria 4% 1940-60	83¼	4 16 0	5 0 0
W. Australia 4½% 1935-65	90½	4 19 6	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62½	4 16 0	—
Bristol 3½% 1925-65	75½	4 13 0	5 0 0
Cardiff 3½% 1935	88½	3 19 6	5 2 0
Croydon 3% 1940-60	67⅞	4 9 0	5 1 0
Glasgow 2½% 1925-40	76¼	3 6 0	4 16 0
Hull 3½% 1925-40	75	4 13 0	5 0 6
Liverpool 3½% on or after 1942 at option of Corpn.	73¾	4 15 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52⅞xd	4 15 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62¼xd	4 15 6	—
Manchester 3% on or after 1941	62½	4 16 6	—
Metropolitan Water Board 3% 'A' 1963-2003	63¼	4 15 0	4 16 0
Metropolitan Water Board 3% 'B' 1934-2003	63¼xd	4 14 0	4 15 6
Middlesex C. C. 3½% 1927-47	79½	4 8 0	5 0 0
Newcastle 3½% irredeemable	71½	4 18 0	—
Nottingham 3% irredeemable	62½	4 16 0	—
Plymouth 3% 1920-60	67	4 10 0	5 0 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 19 0	—
Gt. Western Rly. 5% Rent Charge	98⅜	5 1 0	—
Gt. Western Rly. 5% Preference	95½	5 5 0	—
L. North Eastern Rly. 4% Debenture	77½	5 3 0	—
L. North Eastern Rly. 4% Guaranteed	75	5 6 6	—
L. North Eastern Rly. 4% 1st Preference	66	6 1 0	—
L. Mid. & Scot. Rly. 4% Debenture	78¾	5 1 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	78	5 3 0	—
L. Mid. & Scot. Rly. 4% Preference	73	5 9 6	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	99½	5 0 6	—
Southern Railway 5% Preference	95½	5 5 0	—